

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000003068
Limlaw Pulpwood & Chipping
261 Rte 25 Box 10
W Topsham VT 05086
USA

Contract ID 0000000000000000000012423		Page 1 of 4
Contract Dates 11/01/2007 to 10/31/2009	Origin CPS	
Description: CPS- WOODCHIPS	Contract Maximum \$9,999,999.00	
Buyer Name Laraway,Elizabeth	Buyer Phone 828-5685	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	2408	WOOD CHIPS FOR FUEL	TON	0.01000	0.00	9,999,999.00

Woodchips are to be dense hardwood species, no softwood will be considered. Chips are to be sized to pass through a 2" screen with a minimum size of 3/4". Chips are to be of the mill type as produced on a Fulgum or equivalent chipper and be screened free of twigs, sawdust and all foreign materials. Moisture content is to be at least 40%.

It is estimated that 7,500 tons will be required during the heating season (October-April). This quantity may be increased or decreased to meet actual requirements.

All transportation expenses will be covered by the contractor.

Chips are to be delivered to the designated area at the contractor's expense between the hours listed by location and will be unloaded by the contractor.

Deliveries which do not conform to the specification or are not in good condition upon receipt shall be promptly brought to the contractor's attention for appropriate adjustment.

Liability for product delivery remains with the contractor until properly delivered and signed for in accordance with the Division of Purchasing and Contract Administration Terms and Conditions.

Delivery equipment: The delivery trailers used by the contractor shall be the size normally acted in the wood chip transportation trade and should have a maximum capacity of thirty (30) tons.

Price shall be quoted based on net tons at 50% moisture content. The moisture content will be indicated by the supplier to the State on the delivery slip. The Vermont Department of Buildings and General Services personnel will also check the moisture content using the following procedure:

Two samples from each delivery van will be weighed before and after complete drying in a microwave oven.

The price quoted includes all transportation charges fully prepaid to the delivery location.

Weighing Procedure: The contractor will cooperate in providing tare slips as required. Tare slips should be provided for several loads from each trailer capacity in order to establish acceptable average(s) for tonnage.

The State of Vermont is exempt from all sales and federal excise taxes. An exemption certificate will be furnished upon request, covering taxable items. Please quote less these taxes. The contractor agrees to pay all Vermont taxes which may be due as a result of this contract.

Scale slips shall be provided with each load, each slip shall show the gross weight of the truck, trailer and chips in addition to the tare weight of the empty truck and trailer. If scales are not available then the load will be estimated based on the previous 5 deliveries. In lieu of tare weights for each load the State will accept a schedule of trucks and trailer tare weights at the beginning of each heating season.

Colchester

Price Year 1 - 2007-2008: \$55.00/ton

Price Year 2 - 2007-2008: \$56.00/ton

Price Year 3 - 2008-2009: \$57.00/ton

Price Year 4 - 2009-2010: \$58.00/ton

Chips are to be delivered to the wood fuel storage building located across the drive from the heating plant bay. A live bottom trailer will be required. All transportation expenses will be covered by the contractor.

Chips are to be delivered to the designated area at the contractor's expense between the hours of 7:30 Am and 4:00 PM Monday-Friday.

Deliveries will be requested approximately one (1) week in advance of need. Delivery date and time should be cleared with plant engineer.

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Middlebury
Price Year 1 - 2007-2008: \$58.00/ton
Price Year 2 - 2007-2008: \$59.00/ton
Price Year 3 - 2008-2009: \$60.00/ton
Price Year 4 - 2009-2010: \$61.00/ton

Chips are to be delivered to the designated area at the contractor's expense between the hours of 7:30 AM-1:00 PM Monday through Friday.

Chips are to be delivered to a 30 ton underground storage bind located on the north side of the building via a live bottom trailer. Each delivery will require drops at both end of the bind. A key to the doors will be provided.

Chips are to be delivered to the designated area at the contractor's expense between the hours of 7:30 AM-1:00 PM Monday through Friday. Deliveries will be requested approximately one (1) week in advance of need. Delivery date and time should be cleared with plant engineer.

Newport
Price Year 1 - 2007-2008: \$55.00/ton
Price Year 2 - 2007-2008: \$56.00/ton
Price Year 3 - 2008-2009: \$57.00/ton
Price Year 4 - 2009-2010: \$58.00/ton

Chips are to be delivered to the designated area at the contractor's expense between the hours of 9:00 PM-7:00 AM Monday through Friday and anytime on weekends and holidays.

Chips are to be delivered to a 40-ton underground storage bin located on the east side of building). Each delivery will require drops at both ends of the bin. A key to the doors will be provided. The delivery trailers used by the contractor shall be the size normally accepted in the wood chip transportation trade. Trailers will contain up to 25 tons.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT'S RFP FOR WOODCHIPS ISSUED OCTOBER 12, 2007 AND VENDOR'S RESPONSE DATED OCTOBER 23, 2007.

THE PERIOD OF PERFORMANCE UNDER IS THIS CONTRACT IS FOR 24 MONTHS WITH TWO TWELVE MONTH OPTIONAL RENEWALS UNDER MUTAL AGREEMENT OF BOTH PARTIES.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND

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SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

AMENDMENT #1 JULY 31, 2008 - TO REMOVE THE NEWPORT LOCATION AT THE REQUEST OF LIMLAW PULPWOOD AND CHIPPING. ALL OTHER LOCATIONS, PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
BETSY LARAWAY
PURCHASING AGENT
802-828-4658
FAX 802-828-2222
robert.pierce@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____